

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **BERT TIMBRE AND FREDA BERREAUULT**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT LIARD, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

BERT TIMBRE AND FREDA BERREAUULT

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand forty three dollars and seventy cents (\$1043.70).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Lot 289, Plan 3919, Fort Liard, NT shall be terminated on December 31, 2011 and the respondents shall vacate the premises on that date unless the rent arrears and the remaining balance of the security deposit in the total amount of one thousand two hundred ninety three dollars and seventy cents (\$1293.70) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act* the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **BERT TIMBRE AND FREDA BERREAUULT**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

BERT TIMBRE AND FREDA BERREAUULT

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 30, 2011
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Betty Hardisty, representing the applicant Bert Timbre, respondent Freda Berreault, respondent
<u>Date of Decision:</u>	December 8, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and the remainder of the security deposit were paid in full. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing as at October 1, 2011 of \$1306.70 and a balance of security deposit owing of \$250. The applicant stated that since that date, the November, 2011 rent of \$537 had come due and a rent payment of \$800 had been made bringing the balance of rent owing to \$1043.70.

The respondents stated that they believed the remaining \$250 of the security deposit was paid in March, 2011 and a receipt issued. They were provided several days to submit a receipt but failed to do so. The respondents stated that they could pay both amounts on or before December 31, 2011. The applicant was willing to continue the tenancy agreement provided the rent arrears and security deposit were paid by that date.

I find the respondents in breach of their obligation to pay rent and their obligation to provide the remaining balance of the required security deposit. I find the rent arrears to be \$1043.70 and the balance of the security deposit to be \$250. In my opinion, there are sufficient grounds to

terminate the tenancy agreement unless the rent arrears and the security deposit are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1043.70 and terminating the tenancy agreement on December 31, 2011 unless the rent arrears and the remaining balance of the security deposit in the total amount of \$1293.70 are paid in full.

Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer